

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HALLIBURTON ENERGY SERVICES, INC.,

Plaintiff,

v.

WEATHERFORD INTERNATIONAL, INC.
and BJ SERVICES COMPANY,

Defendants.

CIVIL ACTION NO. _____

MOTION FOR PROTECTIVE ORDER AND BRIEF IN SUPPORT

Pursuant to Rule 26(c), Halliburton moves this Court for entry of a protective order in this matter to protect the parties' confidential information and to allow the parties to file pleadings and other documents containing confidential information under seal with Court. Accordingly, Halliburton would show the Court as follows:

The parties involved in this matter possess confidential and proprietary information, which from time to time will have to be filed with the Court and be shown to third parties during the pendency of this litigation. This information possessed by the parties is of a technical nature and its widespread dissemination to the public or competitors of the parties would cause the parties harm in the marketplace. The entry of a protective order will allow for the orderly conduct of discovery and will provide a mechanism for protecting the parties' confidential and proprietary information when it is shown to experts or other witnesses. Entrance of a protective order will allow the parties to designate certain materials as confidential or proprietary without resorting to intervention by the Court each time such materials must be disclosed to an opposing party or must be filed in the public record. Entry of a protective order is also necessary at this early stage of the proceedings because

Halliburton's Motion for Preliminary Injunction and Brief in Support contain confidential and proprietary information which should be protected by the Court. If any party desires an Amended Protective Order be entered later in this proceeding, the parties will meet and confer in order to submit an Agreed Protective Order in this matter which can be entered and enforced during the pendency of this matter.

WHEREFORE, Halliburton prays that the Court enter the attached proposed Protective Order and allow the parties to file pleadings and other documents containing confidential and proprietary information under seal in this matter.

Dated: June __, 2002

CRUTSINGER & BOOTH

John F. Booth, Texas Bar No. 00265000
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Halliburton Energy Services, Inc.

CERTIFICATE OF CONFERENCE

Plaintiff has conferred with Defendants' counsel Scott Brown, Weatherford International, Inc., 515 Post Oak Blvd., Suite 600, Houston, TX 77027, (713-693-4176, and Margaret A. Kirick, BJ Services Company, 5500 Northwest Central Drive, Houston, TX 77092, (713) 895-5657 regarding this Motion, and Defendants' counsel oppose said Motion.

DATED: June 27, 2002

John F. Booth

CERTIFICATE OF SERVICE

I hereby certify that on this 27 day of June, 2002, a true and correct copy of the within document was caused to be served on the attorneys of record at the following addresses as indicated:

BY HAND DELIVERY

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BY HAND DELIVERY

BJ Services Company

John F. Booth

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HALLIBURTON ENERGY SERVICES, INC., §
§
Plaintiff, §

vs. §

C.A. NO. 3:02-CV-1347-P

WEATHERFORD INTERNATIONAL, §
INC. and BJ SERVICES COMPANY, §

Jury Demanded

Defendants. §
§

**BJ SERVICES COMPANY'S ORIGINAL ANSWER,
AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS**

BJ Services Company ("BJ Services") files its Answer, Affirmative Defenses, and Counterclaims to Plaintiff's Original Complaint.

ANSWER TO ORIGINAL COMPLAINT

1. BJ Services admits the allegations contained in Paragraph 3 of the Original Complaint.

2. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 2 of the Original Complaint and, therefore, denies the same.

3. BJ Services admits the allegations contained in Paragraph 3 of the Original Complaint.

4. BJ Services admits the allegations contained in the first two sentences of Paragraph 4 of the Original Complaint. BJ Services also admits the allegations contained in the third and fourth sentences of Paragraph 4 of the Original Complaint as pertaining to BJ Services. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged

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sentences three and four of Paragraph 4 of the Original Complaint pertaining to Weatherford, and, therefore, denies the same.

Patents In Suit

5. BJ Services admits that Exhibit A of the Original Complaint contains U.S. Patent No. 5,271,468 ("the '468 patent"), issued on December 21, 1993, entitled "Downhole Tool Apparatus with Non-Metallic Components and Methods of Drilling Thereof." BJ Services is without knowledge sufficient to form a belief as to the truth of the remaining matters alleged in Paragraph 5 of the Original Complaint and, therefore, denies the same.

6. BJ Services admits that Exhibit B of the Original Complaint contains U.S. Patent No. 5,224,540 ("the '540 patent"), issued on July 6, 1993, entitled "Downhole Tool Apparatus with Non-Metallic Components and Methods of Drilling Thereof." BJ Services is without knowledge sufficient to form a belief as to the truth of the remaining matters alleged in Paragraph 6 of the Original Complaint and, therefore, denies the same.

7. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 7 of the Original Complaint and, therefore, denies the same.

Patent Infringement

8. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 8 of the Original Complaint and, therefore, denies the same.

9. BJ Services admits that Exhibit E of the Original Complaint contains a page that was available in September 2001 on BJ Services' internet website relating to its "Python Composite Bridge Plug" and that Exhibit F to the Original Complaint contains slides from a Power Point presentation available on BJ Services website relating to the "Python Composite Bridge Plug." BJ Services admits that it has made, used, sold, and offered for sale within the

United States downhole well tool products identified by BJ Services as its original Python Composite Bridge Plug having a composite mandrel, and that it is making, using, selling, and offering to sell within the United States downhole well tool products identified by BJ Services as its current Composite Bridge Plug having a mandrel with a brass tube. All remaining allegations are denied.

10. BJ Services denies the allegations contained in Paragraph 10 of the Original Complaint as it pertains to BJ Services. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 10 of the Original Complaint as it pertains to Weatherford and, therefore, denies the same.

11. BJ Services denies the allegations contained in Paragraph 11 of the Original Complaint as it pertains to BJ Services, except that BJ Services admits that Halliburton sent BJ Services a letter on August 29, 2001 alleging infringement of eight Halliburton patents. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 11 of the Original Complaint as it pertains to Weatherford and, therefore, denies the same.

12. BJ Services denies the allegations contained in Paragraph 12 of the Original Complaint as it pertains to BJ Services. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 12 of the Original Complaint as it pertains to Weatherford and, therefore, denies the same.

13. BJ Services denies the allegations contained in Paragraph 13 of the Original Complaint as it pertains to BJ Services. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 13 of the Original Complaint as it pertains to Weatherford and, therefore, denies the same.

14. BJ Services denies the allegations contained in Paragraph 14 of the Original Complaint as it pertains to BJ Services. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 14 of the Original Complaint as it pertains to Weatherford and, therefore, denies the same.

15. BJ Services denies the allegations contained in Paragraph 15 of the Original Complaint as it pertains to BJ Services. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 15 of the Original Complaint as it pertains to Weatherford and, therefore, denies the same.

16. BJ Services denies the allegations contained in Paragraph 16 of the Original Complaint as it pertains to BJ Services. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 16 of the Original Complaint as it pertains to Weatherford and, therefore, denies the same.

17. BJ Services denies the allegations contained in Paragraph 17 of the Original Complaint as it pertains to BJ Services. BJ Services is without knowledge sufficient to form a belief as to the truth of the matters alleged in Paragraph 17 of the Original Complaint as it pertains to Weatherford and, therefore, denies the same.

Demand for Jury Trial

18. BJ Services admits Halliburton demands a jury trial.

Relief Requested

19. BJ Services denies Halliburton is entitled to any relief requested.

AFFIRMATIVE DEFENSES

1. Neither BJ Services' original nor current Python Composite Bridge Plug infringes either the '468 or '540 patents.

2. Each and every asserted claim of the '468 patent and the '540 patent is invalid under 35 U.S.C. §§ 102, 103, and/or 112.

3. On information and belief, the '468 patent and the '540 patent are each unenforceable due to patent misuse.

4. Halliburton's claims for injunctive relief are barred by its unclean hands.

5. Halliburton has brought this suit in bad faith making it an exceptional case, thereby entitling BJ Services to its costs and attorneys fees pursuant to 35 U.S.C. § 285.

6. Based on statements made to the Patent and Trademark Office, Halliburton is estopped from a claim construction that would cause any valid claim of the '468 or '540 patents to cover BJ Services' products.

7. Halliburton's claims are barred by the equitable doctrines of estoppel and laches.

COUNTERCLAIMS

1. BJ Services is a Delaware corporation having a place of business at 5500 Northwest Central Drive, Houston, Texas.

2. Halliburton Energy Services, Inc. ("Halliburton") is a Delaware corporation having a place of business located in Dallas County at 2601 E. Beltline Road, Carrollton, Texas 75006.

3. These counterclaims are for a declaratory judgment relief arising under 28 U.S.C. §§ 2201 and 2202, and for patent infringement under the patent laws of the United States, 35 U.S.C. § 101, et seq.

4. Subject matter jurisdiction is proper under 28 U.S.C. §§ 1331, 1338(a), and 2201. Venue is proper under 28 U.S.C. § 1391(b) and (c) and § 1400.

COUNT I
DECLARATORY JUDGMENT OF NON-INFRINGEMENT, INVALIDITY, AND
UNENFORCEABILITY ('468 PATENT)

5. BJ Services incorporates by reference paragraphs 1-4 above.
6. An actual controversy exists between BJ Services and Halliburton over the alleged infringement, invalidity, and unenforceability of the claims of the '468 patent.
7. BJ Services' original Python Composite Bridge Plug does not infringe any valid claim of the '468 patent.
8. BJ Services' current Python Composite Bridge Plug does not infringe any valid claim of the '468 patent.
9. Claims of the '468 patent are invalid in light of the failure to comply with one or more of 35 U.S.C. §§ 102, 103, and/or 112.
10. Upon information and belief, the '468 patent is unenforceable due to Halliburton's misuse of this patent.

COUNT II
DECLARATORY JUDGMENT OF NON-INFRINGEMENT, INVALIDITY, AND
UNENFORCEABILITY ('540 PATENT)

11. BJ Services incorporates by reference paragraphs 1-4 above.
12. An actual controversy exists between BJ Services and Halliburton over the alleged infringement, invalidity, and unenforceability of the claims of the '540 patent.
13. BJ Services' original Python Composite Bridge Plug does not infringe any valid claim of the '540 patent.
14. BJ Services' current Python Composite Bridge Plug does not infringe any valid claim of the '540 patent.
15. Claims of the '540 patent are invalid in light of failure to comply with one or more of 35 U.S.C. §§ 102, 103, and/or 112.

16. Upon information and belief, the '540 patent is unenforceable due to Halliburton's misuse of this patent.

PRAYER FOR RELIEF

BJ Services requests the following relief:

1. A dismissal of all counts of the Original Complaint with prejudice;
2. A declaration that BJ Services' original Python Composite Bridge Plug and BJ Services' current Python Composite Bridge Plug do not infringe the '468 and the '540 patents;
3. A declaration that the '468 and '540 patents are each invalid or unenforceable or both;
4. That BJ Services be awarded reasonable attorney fees under 35 U.S.C. § 285;
5. That BJ Services be awarded such other and further relief as the Court deems proper.

JURY TRIAL DEMAND

BJ Services demands a trial by jury on all issues triable by jury.

DATED: 7/26/02

Respectfully submitted,



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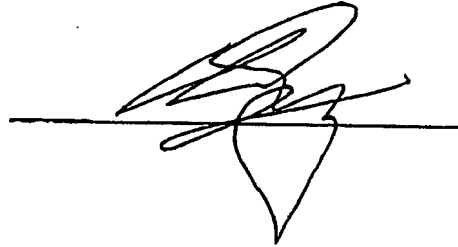
ATTORNEYS FOR DEFENDANT
BJ SERVICES COMPANY

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served upon the following counsel of record via facsimile and First Class Mail, on July 26, 2002.

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A handwritten signature, likely of John F. Booth, is written over a horizontal line. The signature is stylized and cursive.

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